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Contract Database Metadata Elements

Title: **Clarkstown Central School District and Clarkstown Administrators Association/SAANYS (1996)**

Employer Name: **Clarkstown Central School District**

Union: **Clarkstown Administrators Association/SAANYS**

Effective Date: **07/01/96**

Expiration Date: **06/30/02**

Number of Pages: **34**

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Clarkstown Central School District
And Clarkstown Administrators Assn

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COLLECTIVE BARGAINING AGREEMENT

Between

CLARKSTOWN CENTRAL SCHOOL DISTRICT

And

**CLARKSTOWN ADMINISTRATORS
ASSOCIATION/SAANYS**

July 1, 1996 – June 30, 2002

RECEIVED

APR 12 2001

**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

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CLARKSTOWN CENTRAL SCHOOL DISTRICT

AND

CLARKSTOWN ADMINISTRATORS ASSOCIATION/SAANYS

WITNESSETH

WHEREAS, negotiations have taken place between representatives for the Board of Education of the Clarkstown Central School District (hereinafter referred to as the "Board") and representatives for the Clarkstown Administrators Association/SAANYS (hereinafter referred to as the "Association"), resulting in an agreement with respect to terms and conditions of employment affecting public employees in the Clarkstown Administrators unit.

NOW, THEREFORE, the parties mutually agree as follows:

ARTICLE I
RECOGNITION

Section 1

The Clarkstown Central School District hereby recognizes the Clarkstown Administrators Association/SAANYS as the exclusive negotiations representative of a unit of administrators including, but not limited to or guaranteeing, the following positions:

Assistant Middle or Junior High School Principals

Assistant Senior High School Principals
Elementary Principals
Middle or Junior High School Principals
Senior High School Principals
Supervisor of Special Programs
Supervisor of Special Education
Special School Principal
Supervisor of Elementary Science and/or Math Education
Supervisor of Elementary Language Arts and Social Studies
Supervisor of Instructional Technology

Section 2

This recognition shall continue for the term of this agreement or until the Association shall cease to be the exclusive representative for the Administrators as a matter of law.

Section 3

The Association hereby accepts the recognition as hereinbefore made, and the Association, through its officers, agrees to comply with the provisions of Section 210. Article 14. of the Civil Service Law, and affirms that it does not assert the right to strike against the Clarkstown Central School District or to assist or to participate in a strike.

ARTICLE II **TERM OF AGREEMENT**

The term of this agreement shall commence July 1, 1996, and terminate June 30, 2002. No grievance based on an event or condition occurring prior to the signing of this agreement shall be entertained.

ARTICLE III
BUILDING RESPONSIBILITY

Section 1

Principals are the designated administrative authority in the school district's buildings, charged with the responsibility for implementing educational programs and maintaining the standards for such programs. Before policy changes are instituted that will affect educational programs or administration at the building level, administrators shall play an appropriate advisory role to the School District's Administration.

Section 2

Appropriate building principals, or their designees, shall be consulted prior to the transfer of a teacher.

Section 3

The Clarkstown Central School District agrees that prior to substantially altering or changing a unit member's terms and conditions of employment, the Clarkstown Central School District shall formally discuss and negotiate the impact of the change with the Clarkstown Administrators Association.

Section 4

Before selecting summer school principals the Clarkstown Central School District will first post the position and review any resulting applications. Therefore, administrators covered by this

agreement who apply for the position will be considered before the District selects a summer school principal from outside the bargaining unit.

ARTICLE IV **ASSOCIATION RIGHTS**

Section 1

The Association may have the use of school buildings for Association business and meetings by giving prior written notice to the Superintendent of Schools Office.

Section 2

The Association may use the school district's mailboxes and mail pouch services.

Section 3

A maximum of three (3) days per year shall be allowed the Association for conducting business affairs that affect the welfare of its members.

Section 4

The Superintendent shall review the school calendar with the Clarkstown Administrators Association prior to consultations with the Clarkstown Teachers Association.

ARTICLE V
PROBATIONARY ADMINISTRATORS

Section 1

The Clarkstown Central School District shall notify Probationary Administrators in a writing mailed to their last known home address of their termination by March 1 of the year in which they are being terminated. A probationary administrator who will be terminated may have a pretermination oral discussion with the Superintendent of Schools on request.

Section 2

After notice of termination, a third-year probationary administrator and his Association representative may have a meeting with a committee of the Board to review the termination by written request.

ARTICLE VI
ABOLITION OF POSITION

Section 1

When circumstances require the abolition of one or more administrative positions covered by this agreement, the order of layoff due to abolition of position(s) shall be in inverse order of seniority within the administrative tenure areas involved. These are: Elementary Principals, Secondary Principals, Assistant Secondary Principals, Supervisor of Special Programs, Supervisor of Special Education, Special School Principal, Supervisor of Elementary Science and/or Math Education and Supervisor of Elementary Language Arts and Social Studies, Supervisor of Instructional Technology, and any other such titles that might result from modifications in Article I, Section 1 of this agreement.

Section 2

If an administrator is excessed, the procedure provided by law will be followed.

Section 3

When there are no administrative positions available for which the administrator is qualified, the administrator shall be offered an available teaching position for which the administrator is certified in the school district and placed on the appropriate teachers' salary schedule. An available teaching position is a vacant position that is unencumbered and to which no teacher has recall rights. When laid off, an administrator will be placed on a Preferred Eligible List and will be entitled to reinstatement within the time prescribed by law, if a vacancy occurs in his previous job specification. In the abolition of an administrative position more than sixty (60) calendar days prior to the end of the school year there will be a sixty (60) calendar days written notice of such to the affected unit member and the Clarkstown Administrators Association.

ARTICLE VII

PROMOTIONS, TRANSFERS, AND REASSIGNMENTS

Section 1

The school district shall publicize administrative positions covered by this agreement that it intends to fill, and shall give consideration to any administrator with qualifications who applies in writing with credentials, as required, to the Personnel Office.

Section 2

Although the Board and the Association recognize that some involuntary transfers of administrators from one school to another or reassignments within a school may be unavoidable, they also recognize that frequent transfers or reassignments of administrators is disruptive to the education process and interferes with optimum performance. Because of this, administrators who desire to transfer to another school building shall file a written statement of their desire with the Superintendent of Schools not later than December 15 to receive consideration for transfer in the next school year. Such statement shall include the school(s) to which the administrator desires to be transferred, in order of preference. The Board shall give consideration to such request for transfer or to a request not to be transferred. An administrator involuntarily transferred may appeal to the Board. The Superintendent will not make an involuntary transfer of an administrator that will adversely affect the tenure rights acquired by the administrator.

ARTICLE VIII **WORK YEAR CALENDAR**

Section 1

Vacations shall accrue at the rate of two (2) days per month of active employment until a total of 23 per year is reached. Weekdays from July 1 through August 31 are workdays except for July 4th, if observed on a weekday, and twenty-three (23) vacation days may be taken anytime within such period of time with the prior approval of the Superintendent of Schools.

Section 2

Occasions may arise when administrators may not be able to utilize all of their vacation days in the year of, or immediately following, the year of their accrual. Therefore, administrators henceforth may accrue up to 23 days and carry them from year to year until retirement. Upon retirement the employee shall be entitled to payment for such unused accrued vacation days. In no event shall such payment be for more than 23 days and in no event shall more than 23 days be so accrued. As to any employee who, as of this date, has a claim to have accrued more than 23 vacation days, the Clarkstown Central School District will recognize such accrual beyond 23 solely for the purpose of allowing that person to actually utilize those vacations days for time off before retirement at mutually agreed times. No compensation or other time off shall be granted to unit members who do not utilize days "accrued" beyond 23 prior to July 1, 1991, before retirement. Henceforth, to the extent that unit members accrue days during the course of their employment which would exceed the 23-day limit, those days are lost if not taken in the year of the accrual or the year immediately following. No compensation or other time shall be granted for said lost days. The parties further agree that the Superintendent's memos dated April 9, 1991, regarding Vacation Days, and December 15, 1992, second paragraph only, regarding Work Days and Accumulated Vacation Days are of no force or effect, since they conflict with this provision.

At the sole discretion of the Superintendent, vacation days accrued in excess of 23 may be paid for at the administrator's daily rate rather than taken as leave time.

Section 3

When school is not in session between September 1 through June 30, all weekdays are workdays, except holidays annually designated by the district.

Section 4

During the Christmas vacation, midwinter vacation, and Easter vacation, workdays are discretionary, subject to the prior approval of the Superintendent of Schools.

ARTICLE IX LEAVES

Section 1

Fifteen (15) days sick leave per year, accumulative, shall be allowed probationary administrators for personal sickness. The administrator's sick leave shall then be increased by fifteen (15) days per year thereafter, to a maximum accumulation of two hundred fifty (250) days.

Section 2

An administrator shall receive an annual notice of such administrator's accumulated sick leave days. An administrator will automatically receive a bank of ninety (90) days of personal sick leave upon his or her first conferral of tenure as an administrator. For administrators hired before July 1, 1997, this automatic bank shall be one hundred eighty (180) days.

Section 3

A doctor's certificate is required for absence due to personal sickness lasting more than five (5) consecutive days.

Section 4

For administrators on tenure and administrators beyond their first year, sickness in the immediate family may be used at the rate of twenty (20) days per year of the total accumulated. For first year administrators, their fifteen (15) days personal sick leave may be used for sickness in the immediate family. The immediate family is defined as: parent or legal guardian, spouse, child, or one of the following who permanently and exclusively resides in the administrator's household: sibling, sibling-in-law, child-in-law, grandparent, grandchild, parent-in-law.

Section 5

Leave for health reasons up to one (1) year beyond the administrator's credited sick leave may be granted at the discretion of the Board, upon written application by the administrator. Such leave will not be unreasonably denied if fully supported and approved by medical authority acceptable to the Board.

Section 6

During the first three (3) years of administrative service with the District, an administrator who suffers total disability for a period of six (6) months or longer and who has depleted credited sick leave, shall receive one (1) month's salary for each year or major part thereof of

administrative service with the District. If requested, such administrator must furnish evidence of total disability and approval by medical authority acceptable to the Board.

Section 7

Five (5) calendar days per year, non-accumulative, shall be allowed for each death in the immediate family.

Section 8

Days absent because of religious holidays shall be deducted from the number of sick days allowed. For days taken prior to January 1, 1997 only, the first two (2) religious days taken by administrators shall not be deducted from sick leave, provided such days are on the Commissioner of Education list. There shall be a full deduction from sick leave for all religious days taken on or after January 1, 1997.

Section 9

Up to three (3) personal leave days may be allowed for emergency personal affairs that can be attended to only while school is in session. These days may not be accumulated.

Personal leave days shall be granted for the following reasons:

- | | | | |
|------------------|-----------------------|------------------------|---|
| I. Legal | A. Required in Court | B. Closing on Property | C. Marriage |
| II. Professional | A. Degree Examination | B. Graduation | C. Certification Problem |
| III. Home | A. Child's Graduation | B. Home Accidents | C. Death of any relative other than defined in the immediate family |

- IV. One (1) personal leave day shall be granted without the administrator's being required to give a reason.
- V. Other

Section 10

Personal leave for reasons in I, II, III and IV of Section 9 require no explanation beyond a check on the appropriate line of the leave form, but if V is checked, an explanation is necessary, and the request will be subject to the approval of the Superintendent of Schools. Such approval shall not be unreasonably withheld.

Section 11

When an administrator is required to appear in court at the direction of the school district, or because of a court order on a school-related incident such days shall not be considered "Personal Days" and will not be deducted from such administrator's personal leave days.

Section 12

Childcare leave shall be governed by the Family and Medical Leave Act. In addition, administrators may apply to the Superintendent for an unpaid leave of up to one (1) year for the care of a newly-born child, or of a newly-adopted child five years old or younger.

Section 13

When an administrator has been granted an unpaid leave by the Board, such administrator shall return with all rights and privileges acquired before such leave.

Section 14

Upon approval of the Superintendent of Schools, administrators will be permitted to attend conferences and conventions that relate to their area of responsibility.

Section 15

Per diem deductions or additions to salary shall be made at the rate of 1/220 of annual salary for each day deducted or added.

ARTICLE X **FRINGE AND WELFARE BENEFITS**

Section 1 – Group Health and Dental Insurance

The District shall make available group health insurance coverage to all eligible administrators covered by this agreement and their eligible dependents. The insurance coverage and benefits for such employees and dependents shall be as provided in the certificates furnished by the insurance carrier.

Section 2

The District will establish an IRC 125 "cafeteria" plan and contribute \$68.00 per month per employee into said plan in substitution for what the District currently pays for Dental Insurance for unit members. The establishment of such a plan will be effective as soon after the execution of this agreement as the details can be worked out. The parties agree that the establishment of such a plan and its operating fees or expenses shall not be borne by the District. Regarding the District's contribution

for Life Insurance for unit members, the parties agree to defer discussion of this subject and whether or not to bring it within the IRC 125 plan until after the details of such plan have been agreed upon.

At a time to be mutually agreed upon by the Assistant Superintendent for Business and the President of the Union, the District shall no longer contribute to the "cafeteria" plan, and unit members shall instead be reimbursed for dental expenses pursuant to the same self-insured plan provided for nonbargaining-unit central office employees of the District. Benefits under this plan shall be comparable to the Union's prior plan. The cost of this plan shall be shared by the District and the participants, with the District paying no more than the following each school year and unit members paying the remainder:

effective 1996-1997--\$68 per unit member per month

effective 1997-1998--\$68 per unit member per month, plus \$3000

effective 1998-1999--\$68 per unit member per month, plus \$4000

effective 1999-2000, and continuing thereafter--\$68 per unit member per month,
plus \$5000

If less than \$68 per unit member per month is expended in any school year, the difference between that sum and the sum actually expended shall be carried over to the following school year's balance.

If the Union so elects, benefits may be reduced to eliminate or diminish the contributions required by unit members.

Section 3

Effective July 1, 1988 employees and their dependents eligible under this agreement shall have the opportunity to elect coverage under one of the group contracts for health insurance entered into between the employer and one of several health insurance providers. The contribution of the employer toward the premium for such group health insurance coverage so elected shall not exceed one-half (1/2) of the total premium charged per enrollee for such coverage.

Section 4

The Board reserves its right to transfer all or any part of the health benefit plans from the providers currently under contract with the employer to successor providers at any time during the term of this agreement, provided that substantially equivalent coverage is offered to the insured employees and such employees' covered dependents as a result of such change. Neither the number or identities of participating providers of health care, nor better recordkeeping or improved efficiency in the operation of the successor provider shall be taken into account in determining whether a successor carrier(s) is substantially equivalent to its predecessor(s). The Board guarantees that any successor provider will provide substantially equivalent coverage to that currently provided to the District's employees. In making such guarantee the Board shall rely upon the carrier's representations to it that its coverage shall be substantially equivalent to existing coverage including waiver of pre-existing conditions. It is understood and agreed that, in determining substantial equivalence, a successor provider shall be compared with the incumbent provider. Should a dispute arise between the board and the Union as to a claimed lack of substantial equivalency, the parties hereby incorporate and agree to be bound by the Grievance procedure as contained in the applicable agreement, beginning at the final stage of the internal process, for the purpose of resolving substantial equivalency disputes herein. Such a grievance must be

brought, however, within five (5) days of notice that the District intends to change carriers and shall be expedited. Should the dispute resolution process result in a determination that the plans are not broadly substantially equivalent, then the Board has the option to pay the difference upon presentation of such a claim, either directly or by arranging for payment by the successor carrier, or to cancel the change in carriers.

Section 5

Pursuant to New York Public Health Law Article 44, 10 NYCRR Section 98.15, 42 U.S.C. Section 300e-9. And 42 CFR Sections 417.150 et seq., as amended, the Board will offer to all eligible employees the option of membership in a qualified Health Maintenance Organization ("HMO") effective the first day of the term of this agreement, or within sixty (60) days after this agreement has been executed by the parties hereto, whichever is later, in a manner consistent with its health insurance obligations stated elsewhere herein and in accordance with the law.

Section 6

All persons currently eligible for health insurance coverage as defined in the District's agreements with the Carrier and the HMO(s) shall be covered under the Plan and/or the HMO(s) as required by law.

Section 7

All persons enrolled shall receive copies of the Plan and the HMO(s) brochures when available and all new employees shall receive copies when beginning employment.

Section 8

The District shall furnish group term life insurance to all eligible administrators covered by this agreement in the amount of such administrator's annual salary at no cost. Administrators who desire additional term life insurance with accidental death and dismemberment coverage may have such coverage through the District's insurance contract in an amount equivalent to twice such administrator's annual salary by paying for such additional insurance coverage through payroll deductions. If an administrator so chooses, the District shall not pay a premium toward group term life insurance, but instead pay the same sum towards the purchase of another life insurance product offered by an insurance company to be designated annually by the District and the Association.

Section 9

Upon recommendation of the school doctor and approval of the Board, a program of immunization may be established and implemented to provide protection for administrators in the District. The cost of such immunization shall be incurred by the School District.

Section 10

The School District shall reimburse administrators for reasonable costs of replacing or repairing dentures, eyeglasses, hearing aids, or clothing up to a maximum of \$400 per item not covered by worker's compensation, which are destroyed, damaged, or lost as a direct result of any student assault sustained in the discharge of the administrator's duties within the scope of his/her employment, provided such damage, destruction, or loss was not due to the administrator's negligence.

Section 11

The Superintendent shall have the sole discretion to approve total or partial reimbursement to unit members for expenses related to any of the following:

District activities
Professional meetings
Graduate Work, not to exceed six semester hours per year per unit member

Advance approval from the Superintendent shall be a prerequisite for reimbursement. If advance approval is granted, the Superintendent shall specify in writing the amount of reimbursement that will be granted. The Superintendent shall have sole discretion in determining the appropriateness of the activity, meeting, or graduate work, and the allocation of funds per request. No more than \$7000 per year (\$2000 when the District is operating under an austerity budget) shall be expended pursuant to this provision.

Section 12

Reimbursement for approved business use of a personal motor vehicle shall be paid to District administrators. The reimbursement rate paid shall be in accordance with the District's current policy.

ARTICLE XI **SALARY**

Section - Cost of Living Increases

Subject to Section 2 below, each unit member shall receive a cost of living increase on July 1, 1996, July 1, 1997, July 1, 1998, July 1, 1999, July 1, 2000, and July 1, 2001. These increases shall be added to the prior year's base salary. The cost of living increase shall be the percentage that the

Consumer Price Index (CPI-U or its successor as a measure of social security benefit cost of living increases) increased in the immediately prior February-to-January year, provided that the increase shall be no less than 2.75% and no more than 3.75%. In the event that fewer than four unit members have either: (a) terminated their employment between April 1, 1998 and June 30, 2000 by retiring from the Teachers' Retirement System, or (b) have submitted between April 14th, 2000 and April 24th, 2000 an irrevocable letter of retirement with an effective date of June 30, 2001, the increases for July 1, 2000 and July 1, 2001 shall be 2.0% instead of the percentage described above. Cost of living increases shall be added to the unit member's base pay.

The retroactive portion of the July 1, 1996 cost of living increase shall be paid no later than thirty days after ratification of this Agreement.

Section 2 - Reductions of Cost of Living Increases in the 1997-1998 to 2001-2002 School Years

Each year from 1997-1998 through 2001-2002, the Superintendent, in his sole, unreviewable discretion, may determine that the performance of certain unit members has been unsatisfactory. Also in his sole, unreviewable discretion, the Superintendent may determine that the salaries of up to three such unit members to be chosen by him shall not be increased as set forth in Section 1, according to the following schedule:

- a) for the first year that the unit member is chosen not to receive the full Section 1 increase because of unsatisfactory performance, the Section 1 increase shall be decreased by one percentage point. For example, if the Section 1 increase for other unit members is 3.3%, the increase shall instead be 2.3%.

b) for the second consecutive year that the unit member is chosen not to receive the full Section 1 increase because of unsatisfactory performance, the Section 1 increase shall be decreased by two percentage points. For example, if the Section 1 increase for other unit members is 3.3%, the increase shall instead be 1.3%.

c) for the third and following consecutive years that the unit member is chosen not to receive the full Section 1 increase because of unsatisfactory performance, no Section 1 increase shall be given.

A unit member who receives an unsatisfactory evaluation for a school year immediately following a school year in which (s)he received the full Section 1 salary adjustment, and who is chosen as one of the unit members to be subject to this Section 2, shall have his/her Section 1 adjustment reduced pursuant to subsection a) above (i.e., a reduction of 1% from the normal Section 1 increase).

Section 3 - Bonuses for the 1997-1998 to 2001-2002 School Year

In his sole, unreviewable discretion, subject only to the parameters explicitly set forth herein, the Superintendent may choose to give bonus payments to certain unit members in addition to base pay and Section 1 increases.

No unit member may receive more than \$9000 in bonus payments in any given school year.

In 1997-98, at least twelve unit members shall receive a bonus payment of at least \$650.

In 1998-1999, at least twelve unit members shall receive a bonus payment of at least \$700. From 1999-2000 through 2001-2002, at least twelve unit members shall receive a bonus payment of at least \$750.

In the aggregate, at least \$15,000 shall be paid in bonus payments during each school year listed in the preceding paragraph. Commencing with the 2000-01 school year, this amount shall be increased to \$17,500.

Bonuses shall not be applied to base salaries, except that a maximum of \$1500 in bonus money actually received shall be applied to the base salary of a unit member whose base salary was less than \$70,000 per annum before the bonus, and a maximum of \$1000 in bonus money actually received shall be applied to the base salary of a unit member whose base salary was less than \$80,000 per annum before the bonus. In the event that four unit members have either: (a) terminated their employment between April 1, 1998 and June 30, 2000 by retiring from the Teachers' Retirement System, or (b) have submitted between April 14, 2000 and April 24, 2000 an irrevocable letter of retirement with an effective date of June 30, 2001, then commencing with the 2000-01 school year, for bonuses based on performance in the 1999-2000 school year, the \$70,000 figure in the previous sentence shall be raised to \$80,000, and the \$80,000 figure shall be raised to \$90,000. In the event that five or more unit members have satisfied (a) or (b) above, then commencing with the 2000-01 school year, the \$70,000 figure shall be raised instead to \$85,000, and the \$80,000 figure shall be raised instead to \$95,000. This paragraph applies only to bonuses earned for performance before or during the 2000-01 school year.

In the event that five unit members have either: (a) terminated their employment between April 1, 1998 and June 30, 2000 by retiring from the Teachers' Retirement System, or (b) have submitted between April 14, 2000 and April 24, 2000, an irrevocable letter of retirement with an effective date of June 30, 2000, then all of the following shall occur:

- For the 1999-2000 school year, a maximum of \$3000 in bonus money actually received by a unit member whose base salary is less than \$75,000 per annum before the bonus, and a maximum of \$2500 in bonus money actually received by a unit member whose base salary is less than \$85,000 before the bonus, shall be applied to base salary.
- For school years 2000-2001 and 2001-2002, the maximum bonus money to be applied to base salary shall be increased to \$3500 for unit members whose base salary in the subject year is less than \$85,000 per annum before the bonus, and to \$3000 for unit members whose base salary in the subject year is less than \$95,000 before the bonus.

This Section 3 shall go into effect beginning with the 1997-1998 school year, and shall completely replace the merit pay system set forth in the 1993-1996 collective bargaining agreement.

Section 4 - Cost of Living Reductions and Bonuses for the 1996-1997 School Year

Cost of Living Increase Reductions and Bonuses for the 1996-1997 school year shall be based on the ratings made for the 1995-1996 school year, and shall be as follows:

rating of less than 1.75--1% reduction in COLA increase

rating of 1.75 - 2.39--no reduction; no bonus

rating of 2.40-2.49--\$750 bonus

rating of 2.50-2.59--\$1250 bonus

rating of 2.60-2.69--\$1750 bonus

rating of 2.70-3.00--\$2250 bonus

Bonuses under this Section 4 shall not be added to base salary, except under the circumstances and in the manner provided in the fifth paragraph of Section 3. They shall be paid to individuals who are members of the bargaining unit as of January 21, 1997.

Section 5--Evaluations

The Superintendent shall meet with each unit member at least twice a year to discuss the unit member's performance. Any known concerns will be shared at these meetings, and will be memorialized in writing within ten working days thereafter. The first such meeting each year shall be held between November 1 and December 15, except for the 1996-1997 school year, when it will be held between February 1 and March 15. The second such meeting shall be held between April 15 and May 31.

ARTICLE XII **GRIEVANCE PROCEDURE**

Section 1

In compliance with Public Employees Fair Employment Act (Section 204, 1967), the Board and the Association have, by negotiation, established the grievance procedure provided in this article.

Section 2

It shall be the intent and purpose of this procedure to provide a means for the prompt and fair settlement of grievance(s) and assure equitable and proper treatment to an administrator filing a grievance.

Section 3

A grievance is defined as an alleged violation of the interpretation, application or compliance with the terms and provisions of this agreement.

Section 4

To receive consideration, a grievance as defined herein must be filed within sixty (60) days of its alleged occurrence and processed as hereinafter provided.

STEP I.

An aggrieved administrator(s) shall orally present the grievance to the principal or superior, who shall arrange a mutually convenient time and place to informally discuss the grievance with the administrator. Within ten (10) days after the informal discussion, the principal or superior shall give his/her answer on the grievance to the administrator.

If the aggrieved administrator is not satisfied with the principal's or superior's answer, the grievant or the Association may appeal on a written grievance form to the principal or superior for review and reconsideration. The grievant and/or Association shall clearly and concisely state the nature of the grievance, the specific section(s) of the agreement violated, and the remedy required. The written grievance shall be signed by the aggrieved administrator(s). Within ten (10) days after receipt of the written grievance, the principal or superior shall give his/her answer in writing on the grievance, granting or denying the grievance.

STEP II.

If a grievance is not settled in STEP I. the administrator may appeal the grievance within ten (10) days to the Superintendent of Schools by letter. On receipt of the written grievance, the Superintendent shall set a mutually convenient time and place to informally hear the grievance. The parties shall have the obligation to introduce all relevant testimony and written evidence they have knowledge of or in their possession, in support of their position on the grievance. Within twenty (20) days after the hearing, the Superintendent of Schools shall give his written answer on the grievance to the aggrieved administrator and the Association, setting forth his finding of facts, granting or denying the grievance, and the basis upon which the answer is reached.

STEP III.

If a grievance is not settled in STEP II. of this procedure, the grievance may be appealed within thirty (30) days to the President of the Board of Education by letter. The appeal must be accompanied by the written grievance and all evidence and documents introduced at Steps I and II of the grievance procedure. On receipt of such letter and material, the Board President shall determine if a grievance hearing is required before causing the grievance to be answered by the Board. The Board may appoint a subcommittee to conduct the hearing. If a hearing is held, the parties shall have an opportunity to introduce relevant oral and written evidence in support of their position. Within thirty (30) days after receipt of a grievance, or a Board or subcommittee hearing on the grievance, whichever is later, the Board President shall cause an answer to be prepared on the grievance and forwarded to the Association and the administrator. The Board's answer shall include its findings of fact on the evidence offered, a statement denying or granting the grievance, and the basis upon which the Board reached its decision.

Section 5

A grievance not appealed to another step of the grievance procedure shall be considered settled on the basis of the last answer on the grievance.

Section 6

On written request by either party to the other, relevant information on a grievance not privileged by law shall be supplied to the other if it is readily available and accessible.

Section 7

Grievance and arbitration records shall not be kept in administrators' personnel files.

ARTICLE XIII **ARBITRATION**

Section 1

A grievance not settled in the grievance procedure may be appealed to arbitration as provided by this article within thirty (30) days after receipt of the Board's third step answer. The Administrators Association shall notify the Superintendent of Schools Office in writing of its intent to arbitrate a grievance. The notification shall identify the grievance placed in arbitration, set forth the contentions of the Association in support of the grievance and be accompanied by a copy of the arbitration form request sent to the American Arbitration Association for a panel of arbitrators.

Section 2

The selection of the arbitrator and the conduct of the proceeding shall be governed by the Voluntary Labor Rules of the American Arbitration Association.

Section 3

The selected arbitrator shall be without power or authority to render any decision or award inconsistent with law or which violates any of the provisions of this agreement. His decision and award shall include his findings of fact on relevant evidence to the grievance and the basis upon which they are made. Neither the Board nor the Association shall have any right to rely on grounds or evidence not disclosed to the other in the grievance procedure during arbitration of the grievance.

Section 4

The decision of the arbitrator shall be in writing and binding on the parties to this agreement, provided it complies with the provisions of this agreement and does not violate any applicable provisions of law.

Section 5

The cost for the services of the arbitrator, including per diem expenses, will be borne equally by the Board and the Association. The cost of a stenographic record shall also be borne equally by the parties in those cases when it is used by both of them.

Section 6

Multiple grievances shall not be arbitrated by the same arbitrator unless the parties agree thereto.

Section 7

The arbitrator shall be without power or authority to make any decision or award concerning any provision of this agreement that involves the Board's discretion or right to set policy.

ARTICLE XIV **MISCELLANEOUS**

Section 1

Except as expressly limited by the specific terms of this agreement, the Board reserves and retains all rights to manage, direct, and supervise operations of the district, and to make such rules and regulations respecting the conduct and duties of employees as the Board, in its sole discretion, deems desirable. The exercise by the Board of such rights, if not in conflict with the specific terms of this agreement or applicable law, shall not be a subject of either grievance or negotiation during the term of this agreement.

Section 2

This agreement constitutes the full and complete agreement of the parties and may be changed, altered or modified only by mutual consent of the parties in a written, signed amendment to this agreement.

Section 3

If any provision of this agreement or any application of the agreement to any administrator shall be contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

Section 4

The Board and the Association will establish a liaison committee for discussion purposes. The selection of representatives will be determined by the respective parties. This committee will meet three (3) times a year for discussion purposes at the request of the Association, at mutually agreeable times and dates. The number of representatives from each side will be limited to three (3) unless a different number is mutually agreed upon. This committee shall have no power of policy formulation nor shall it be considered a negotiating committee.

Section 5

The Clarkstown Central School District shall furnish the Association with copies of the new agreement within a reasonable period after the completion of negotiations.

Section 6

Within six (6) months of the joint signing of this agreement the Association shall develop an alternate vehicle for the evaluation of its members and shall present same to the Superintendent. Thereafter, the Superintendent, or his designee will meet with the Association to discuss the revision of the current evaluation formulation and vehicle with the intention of determining whether a mutually acceptable revision can be effectuated for the next scheduled evaluation.

Section 7

In the event of retirement, if the retiring administrator provides the Clarkstown Central School District with six (6) months' advance notice of retirement, as evidenced by the submission of an

irrevocable letter of retirement, the Clarkstown Central School District will offer employment as a consultant to that administrator on a per diem basis, (based upon salary at retirement), for up to the forty (40) days immediately following the retirement, in order to assist in the transition. The number of days, up to forty (40), to be so worked shall be at the discretion of the administrator. The administrator shall only be paid for days worked. The affected administrator, upon retirement must notify the Clarkstown Central School District of whether or not such offer is to be accepted and the number of days to be worked.

If a retiring administrator provides the District with additional advance notice of retirement, thus permitting a longer and smoother transition period, the District shall provide additional benefits, as follows:

a) If the administrator submits no later than May 31, 1998, or between May 21 and May 31 in 1999, or between April 4 and April 14 in 2000 and 2001, an irrevocable letter of retirement effective June 30 of the following year, his or her base salary shall be increased by \$10,000 during the school year of the notification. This increase shall remain in effect during the school year of the retirement's effective date. Moreover, he or she will not be subject to Article XI(2) during the school year of the retirement's effective date. The letters of retirement shall be irrevocable except as per subparagraph (d) below.

b) The \$10,000 additional sum in the administrator's last year before retirement shall be paid at the administrator's option in a lump sum at the end of the school year or throughout the school year.

c) In order to receive the benefits of this paragraph, the administrator must have at least six years of service with the District, must be at least 55 years of age at the time of the retirement, and should participate actively in all transition efforts, including but not limited to the following:

1. participation in the search committee for a replacement;
2. preparation of a detailed chronological record of major projects performed over the preceding year;
3. creation of a detailed map of the building identifying key locations;
4. a minimum of seven hours of consultations with the replacement administrator, in person or by telephone, before the replacement assumes the job;
5. a minimum of five hours of consultations with the replacement administrator, in person or by telephone, after the replacement assumes the job.

d) If more than three administrators who are otherwise eligible for the benefits of this paragraph seek to retire at the same time, the Superintendent may choose in his sole discretion three of them to remain eligible, and the others will lose their eligibility for that particular year; provided, that each time an administrator loses his/her eligibility, he/she will be permitted to postpone the effective date of his/her retirement by one year.

• Section 8

The Association, through its officers, affirms that for itself and on behalf of its unit members, it does not assert the right to strike against the School District or to assist or participate in such strike action.

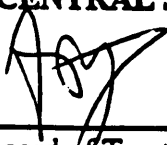
ARTICLE XV
SECTION 204-a

PUBLIC EMPLOYEES FAIR EMPLOYMENT ACT

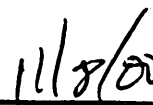
IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREOF, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

IN WITNESS WHEREOF, the Board and the Association have caused these presents to be executed by their proper officers on the date below written.

SCHOOL BOARD OF TRUSTEES
CLARKSTOWN CENTRAL SCHOOL DISTRICT



President, School Board of Trustees

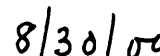


Date

CLARKSTOWN ADMINISTRATORS ASSOCIATION/SAANYS



President



Date